

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
WESTERN DIVISION

WB MUSIC CORP., et al.	:	CASE NO. 3:07cv002004
	:	
Plaintiff(s),	:	Chief Judge James G. Carr
	:	
vs.	:	<u>FINAL JUDGMENT AND</u>
	:	<u>PERMANENT INJUNCTION</u>
	:	<u>ON CONSENT</u>
WB SUNRISE, INC., et al.	:	
	:	
Defendant(s).	:	

FINAL JUDGMENT AND PERMANENT INJUNCTION ON CONSENT

The complaint in the above-captioned action having been filed on July 3, 2007 and the defendants WB Sunrise, Inc. and Dawn Rettig ("Defendants") having been properly served on July 28, 2007, and now hereby agree that the Court may find: (1) that Plaintiffs were, on the dates alleged on Schedule "A" to the complaint, the respective owners of valid copyrights in the songs listed on Schedule "A" to the complaint; (2) that Plaintiffs' songs were performed at Wooley Bulley's without permission of the Plaintiffs or license from their performing rights licensing organization the American Society of Composers, Authors and Publishers ("ASCAP"); (3) that such performances of Plaintiffs' copyrighted songs were willful infringements of Plaintiffs' copyrights; and (4) that there is a danger that such infringing conduct will continue, thereby causing irreparable injury to Plaintiffs for which damages cannot be accurately computed, and necessitating the granting of injunctive relief against Defendants' continued infringing conduct; and the parties having further agreed, that the Court shall enter final judgment on the foregoing findings. It is therefore,

ORDERED, ADJUDGED AND DECREED:

1. Defendants are enjoined and restrained permanently from publicly performing or causing the public performance of any of the Plaintiffs' copyrighted musical compositions and all other compositions in the ASCAP repertory at Wooley Bulley's, or at any other facility owned, operated or conducted by Defendants, or any of them, and from aiding and abetting public performances of such compositions, unless Defendants have previously obtained permission for such performances either directly from the Plaintiffs, the copyright owners, or by license from ASCAP.

2. Defendants shall pay to Plaintiffs the sum of \$5,000 (the "Settlement Amount") as follows: \$500 made by certified or cashier's check and delivered by express courier to Plaintiffs' counsel with this Consent Judgment signed and notarized by Defendant and the remaining \$4,500 in nine consecutive monthly payments of \$500, payable on the first of each month beginning August 1, 2008. Payments shall be made by certified or cashier's check and delivered by express courier to: ASCAP, Legal Department, One Lincoln Plaza, New York, NY 10023, Attention: Melissa Battino Purin, Esq.

3. Upon timely receipt of the aforementioned Settlement Amount, Defendants shall be deemed to have paid ASCAP an amount representing damages and legal expenses incurred by ASCAP on behalf of Plaintiffs in the prosecution of this action. Plaintiffs shall thereupon file a Satisfaction of Monetary Judgment with this Court.

4. In the event that Defendants default in making any payments required by this Consent Judgment; or default in any other terms of this Consent Judgment; or default in any of the terms of the license agreement; or in the event that either of the Defendants file for bankruptcy; or in the event of any change of ownership therein, then on ten (10) days notice of such default or

other event, and provided such default is not cured within the ten-day period, Plaintiffs immediately may execute on this Consent Judgment for the Judgment Amount (\$15,000), plus statutory interest from the date of this Consent Judgment, less any payments made by Defendants.

5. Any notices required by this Consent Judgment to be sent either to ASCAP or to Plaintiffs shall be sent by regular U.S. Mail or overnight delivery service to Plaintiffs' undersigned counsel at her offices; or to Defendants at 868 SOUTH MAIN ST. FINDLAY OHIO with a copy to Defendants' undersigned counsel at his offices. 45840

6. The parties stipulate to the entry of judgment consistent with the terms stated herein.

Dated this 27 day of June, 2008.

BY: 

Dawn Rettig, Officer of
WB Sunrise

BY: 

Dawn Rettig, individually

STATE OF OHIO)

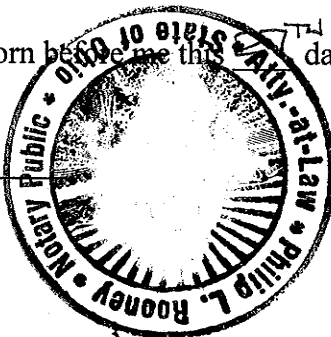
COUNTY OF HANCOCK)

) ss.

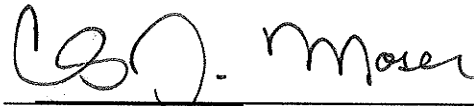
Personally appeared before me, on the 27th day of June 2008, the undersigned authority in and for the aforesaid jurisdiction, Dawn Rettig, who acknowledged to me under oath that she is an Officer of WB Sunrise, Inc. with authority therefrom, and verifies the foregoing Consent Judgment; and that the facts stated therein are true and correct.

Witness my hand and official seal. Sworn before me this 27th day of June, 2008.


Notary Public



READ AND APPROVED BY:



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Attorney for Defendants:

IT IS SO ORDERED.

s/ James G. Carr

7/9/2008

United States District Judge

Date